

EXHIBIT 9

Modification Summary Report

Contract (PO) Number: 3220

Modification Revision Number: 2

Specification Number: 2281

Name of Contractor: REDFLEX TRAFFIC SYSTEMS INC.

City Department: CHICAGO DEPARTMENT OF TRANSPORTATION

Title of Contract: Digital Automated Red Light Enforcement Program

<u>Mod Req Number</u>	<u>Mod Reason</u>	<u>Description</u>
22517	SCOPE CHANGE	REDFLEX TRAFFIC SYSTEMS TIME EXTENSION, VENDOR LIMIT EXTENSION, AND SCOPE CHANGE

Term of Contract: Start Date: 10/22/2003

End Date: 10/21/2008

Procurement Services Contact Person: SCOTT SIMS

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 50065408

Submission Date:

NOV 30 2009

Specification No.: 2281
PO No.: 3220 ("**Agreement**")
Amend. No.: 22517
Vendor No.: 50065408

AMENDMENT

This amendment ("**Amendment**") is made and entered into effective as of the 22nd day of October, 2005 by and between the CITY OF CHICAGO (**City**"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Office of Emergency Management and Communications ("**Department**"), at Chicago, Illinois, and **Redflex Traffic Systems, Inc.** ("**Consultant**").

The parties agree as follows:

TERMS AND CONDITIONS

1. **Article 3, Statement of Work**, is amended by deleting the following:

"The City will buy 20 Systems during the 24-month period following the Effective Date. In consideration for the City's agreeing to purchase 20 Systems during that 24-month period, Vendor grants the City the option to purchase additional Systems at the same price during this 24-month period following the Effective Date and during each 12-month period of any extension option exercised by the City by written amendment to the Agreement under Section 13.4. The City will notify Vendor in writing if it intends to purchase additional Systems. The order will be memorialized in a written amendment to this Agreement that will specify any additional bonding required. See Exhibit 12, Section XVI, as revised by this Amendment."

- Article 3, Statement of Work**, is amended by adding the following:

"The City will buy an additional 14 Systems during the initial 24-month term. A "System" is made up of two cameras that give opposing approaches as defined by the Department. The City will notify Vendor in writing if it intends to purchase additional Systems. The order will be memorialized in a written amendment to this Agreement that will specify any additional bonding required. See Exhibit 12, Section XVI, as revised by this Amendment."

2. **Article 6, Section 6.1, Term of Agreement**, is amended to extend the Agreement through October 21, 2008 or until thirty (30) days from the date a new contract for the services is fully executed, whichever occurs first.

3. **Article 7, Section 7.2, Funding**, is deleted and replaced in its entirety with the following:

The sources of funds for payments under this Agreement are: Fund Numbers 05-0300-[REDACTED]; and, any other funds that may be appropriated. The maximum funding from fund number [REDACTED] is \$985,000.00. The maximum funding from fund number [REDACTED] is \$9,444,000. Payments under this Agreement must not exceed \$13,449,000 (the "Maximum compensation") without a written amendment in accordance with Section 13.4.

4. **Article 6, Disputes**, is deleted and replaced in its entirety with the following:

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement Officer will issue a written decision and sent it to the Consultant by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari."

5. **Article 10, Section 10.1(a), Compliance with All Laws Generally**, is amended by deleting the following sentence:

"At the City's request, Consultant must incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, all statutes, rules and regulations that may now or later be required to be included by any federal, state or local agency."

6. **Article 10, Compliance with All Laws Generally**, is amended by adding a new Section 10.1(c), Deemed Inclusion, as follows:

"10.1(c) Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement."

7. **Article 10, Compliance with All Laws Generally**, is amended by adding a new Section 10.1(d), Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1, as follows:

"10.1 (d).Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Consultant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Consultant or the date the Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Consultant's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.”

8. **Article 10, Compliance with All Laws Generally**, is amended by adding a new Section 10.1(e),
Improper Disposal, Transport, and Treatment of Waste, as follows:

“10.1(e) Improper Disposal, Transport and Treatment of Waste

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Consultant's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer.

Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Consultant's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Consultant's eligibility for future contract awards."

9. **Article 10, Compliance with All Laws Generally**, is amended by adding a new Section 10.1(f), Federal Terrorist (No-Business) List, as follows:

"10.1(f) Federal Terrorist (No-Business) List

Consultant warrants and represents that neither Consultant nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise."

10. **Article 10, Compliance with All Laws Generally**, is amended by adding a new Section 10.1(g), False Statements, as follows:

"10.1(g) False Statements

- (a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)”

11. **Article 10, Compliance with All Laws Generally**, is amended by adding a new Section 10.1(h), Firms Owned or Operated by Individuals with Disabilities, as follows:

“10.1(h) Firms Owned or Operated by Individuals with Disabilities

The City encourages Consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.”

12. **Article 10, Section 10.6, Chicago “Living Wage” Ordinance**, is deleted and replaced in its entirety with the following:

“10.6 Chicago “Living Wage” Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers (" Covered Employees"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Consultant has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively " Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Consultant must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the " Base Wage") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in a(i) and a(ii) above are met, and will continue until the end of the term of this Agreement.

(c) On January 1, 1999, the Base Wage was \$7.60 per hour; as of January 1, 2003, the Base Wage became \$9.05 per hour; as of July 1, 2003, the Base Wage became \$9.20 per hour; as of July 1, 2004, the Base Wage became \$9.43 per hour; as of July 1, 2005, the Base Wage became \$9.68 per hour, and each July 1 thereafter the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply."

13. **Exhibit 12, Section XVI, Bonds**, is deleted and replaced in its entirety with the following:

A. **Performance and Payment Bonds**

Prior to performing any work or ordering any materials, supplies or equipment required in the performance of this Agreement, but in no event later than 60 days after the Effective Date, you must deliver to the Chief Procurement Officer a contract performance and payment bond ("Bond") in the amount of \$539,000.00.

If this Agreement is amended to add time or Systems, or both, then you must provide an additional Bond in an amount equal to \$38,500.00 for each additional System identified in the amendment. Each Bond must be submitted to and approved by the City before you perform any work or order any materials, supplies or equipment needed to comply with the terms of the Agreement.

Any Bond that you provide must comply with the provisions of 30 ILCS 550/1 *et.seq.*, as amended, and of Chapter 2, Section 2-92-030 of the Municipal Code, as amended. It must also be in the form of the Bond form included in Exhibit 8. The surety or sureties issuing the Bond must be acceptable to the Comptroller and must have a Best's Key Rating Guide of "B+," Class XI or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The Bond must cover the warranty period required by the Agreement.

In case of your neglect, failure, or refusal to provide satisfactory sureties when so directed within 10 days after such notification, under § 2-92-040 of the Municipal Code the Chief Procurement Officer may declare this Agreement forfeit, but such forfeiture will not release you or your surety or sureties from any liability that may have accrued before the date of the forfeiture.

If at any time the surety or sureties, or any one of them, upon the Bond become insolvent, or are, in the sole opinion of the Chief Procurement Officer, unsatisfactory, or unable to respond to damages in case of liability on such Bond, the Chief Procurement Officer will notify you and direct that you furnish a Bond issued by a satisfactory surety or sureties forthwith.

14. Consultant has executed Special Conditions Regarding Minority and Women Business Enterprise Commitment Schedules C-1 and D-1, an Economic Disclosure Statement and Affidavit, and provided an Insurance Certificate, and a Contractor's Performance and Payment Bond, copies of which are attached to this Amendment as Exhibit 1, Exhibit 2, Exhibit 3, and Exhibit 4, respectively and incorporated here by reference.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

(Signature Page)

CITY OF CHICAGO

By:

Mayor

By:

Comptroller

By:

Chief Procurement Officer

Recommended by:

Executive Director, Office of Emergency Management and Communication

Approved as to form and legality:

Assistant Corporation Counsel

CONSULTANT, REDFLEX TRAFFIC SYSTEMS, INC.

By:

(Signature)

Its:

(Print Name and Title)

County of

State of

Acknowledged on

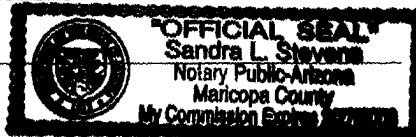
(date)

before me by

(as)

(title) of

Notary Public (Commission expires)



2/27/2009

(Signature Page)

CITY OF CHICAGO

By: _____
Mayor

By: _____
Comptroller

By: _____
Chief Procurement Officer

Recommended by: Andrew Velazquez III
Executive Director, Office of Emergency Management and Communications

Approved as to form and legality:

NOT REQUIRED

Assistant Corporation Counsel

CONSULTANT, REDFLEX TRAFFIC SYSTEMS, INC.

By: Bruce E. Higgins
(Signature)

Its: BRUCE E. HIGGINS PRESIDENT & CEO.
(Print Name and Title)

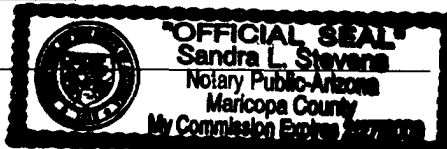
County of Maricopa
State of Arizona

Acknowledged on 9/14/05 (date)

before me by Sandra Stevens (as)

Mayor (title) of _____

Sandra Stevens
Notary Public (Commission expires)



2/27/2009

Exhibit 1

**Special Conditions Regarding Minority and
Women Business Enterprise Commitment
Schedules C-1 and D-1**

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : DARLEP

State of Illinois

County (City) of Chicago (Cook County)

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Redflex Traffic Systems, Inc.

Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of ~~MBE~~ WBE: City Lights

Address: 5261 W. Harrison Street, Chicago, IL 60644

Contact Person: John Candelaria Phone: 773/626-9162

Dollar Amount of Participation \$490,000

Percent Amount of Participation: 121%

2. Name of MBE ~~WBE~~: Branscombe Cable Company

Address: 1200 W. Cermak Road, Chicago, IL. 60608

Contact Person: Penelope L. Johnson Phone: 312/226-7718

Dollar Amount of Participation \$ 95,000

Percent Amount of Participation: 89%

3. Name of MBE/WBE: Evergreen Supply Company

Address: 9901 S. Torrence Ave. Chicago, IL. 60617

Contact Person: Patricia Gallagher Phone: 773/475-4765

Dollar Amount of Participation \$ 20,000

Percent Amount of Participation: 18.5%

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____%

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____%

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____%

SCHEDULE D-1

8. Attach additional sheets as needed.

Amendment WBE/MBE calculation basis
14 Systems x 2 x 85,000 = \$2,380,000
MBE INITIAL OBLIGATION = 16.9% = \$402,22
WBE INITIAL OBLIGATION = 4.5% = \$107,10

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
City Lights_____	\$490,000	121%
_____	\$_____	_____%
_____	\$_____	_____%
_____	\$_____	_____%
_____	\$_____	_____%
Total MBE Participation:	\$ 490,000	121 %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
Branscombe Cable Co	\$95,000	89 %
Evergreen Supply	\$20,000	18.5%
\$		%
\$		%
\$		%
Total WBE Participation:	\$ 115,000	107.5 %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name Bob Warner Phone Number: 480/603-3170

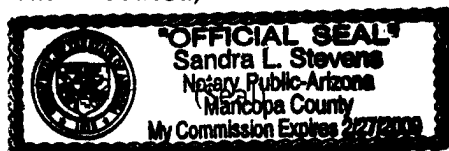
I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Bob Warner

Signature of Affiant (Date)

State of Arizona
 County of Maricopa

This instrument was acknowledged before me on 9/14/05 (date)
 By Sandra L. Stevens (name /s of person/s)
 as Notary (type of authority, e.g., officer, trustee, etc.)
 of _____ (name of party on behalf of whom instrument
 was executed).



Sandra L. Stevens
 Signature of Notary Public

⑤
ack.
file



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Mary A. Dempsey
Interim Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

August 4, 2005

Juan Candelaria, President
City Lights, Ltd.
5261 W. Harrison Street
Chicago, Illinois 60644

Dear Mr. Candelaria:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your **MBE certification until December 01, 2005**.

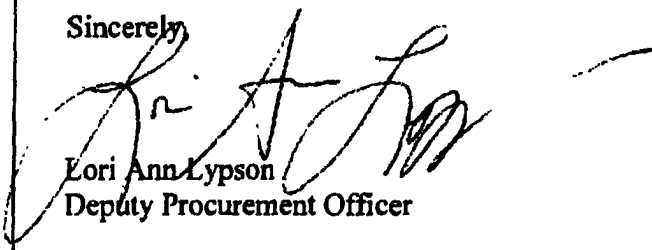
The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward MBE in the following specialty area(s):

Electrical Contractor

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/gk



SCHEDULE C-1

Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant

Name of Project/Contract: DARLEP

Specification Number: 2281

From: City Light, Ltd. _____
(Name of MBE/WBE Firm)

MBE: Yes ☒ No ☐

WBE: Yes ☐ No ☐

To: Redflex Traffic Systems _____ and
the City of Chicago _____
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor

☒ Corporation

☐ Partnership

☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of 8/4/05 to 12/1/05 for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Perform electrical preparation work at various
locations within the City of Chicago

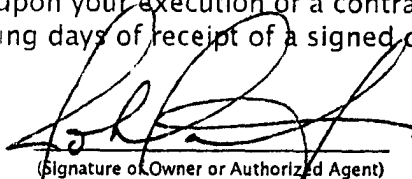
The above described performance is offered for the following price and described terms of payment:

Approximately 23 locations at an estimated
value of \$35,000.00 each.

Total \$ 980,000.00

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.



(Signature of Owner or Authorized Agent)

JOHN CANDELARIA / Assistant Secretary

Name / Title (Print)

September 9, 2005

Date

773-626-9162

SEP 01 2005 1:12 PM

OF ENVELOPE 1100

JUL-25-2 5:00:00 PM CITY OF CHICAGO PROCUREMENT

+1 312 7440026

T-353 P.001/001 F-001



City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Mary A. Dempsey
Interim Chief Procurement Officer

City Hall, Room 3
1 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
http://www.cityofchicago.org

July 20, 2005

Ms. Penelope L. Johnson, President
Branscombe Cable Company
1200 W. Cermak Rd.
Chicago, Illinois 60608

Dear Ms. Johnson:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until **December 1, 2005**.

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward WBE in the following specialty area(s):

**Filters; Janitorial Supplies and Paper Products; Supplier of Cable,
Fiber Optics and Electrical Components**

If you have any questions, please contact our office at 312-742-0766.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/gk



SCHEDULE C-1**Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant**Name of Project/Contract: DLRLEP
Specification Number: 2181From: Bransombe Cable Company
(Name of MBE/WBE Firm)MBE: Yes ☒ No ☐
WBE: Yes ☐ No ☐To: Redflex Traffic Systems a/d the City of
Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor
☐ Partnership☒ Corporation
☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

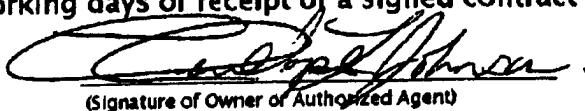
ELECTRICAL SUPPLIES AND ALL RELATED MATERIALS

The above described performance is offered for the following price and described terms of payment:

Approx \$95,000

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.



(Signature of Owner or Authorized Agent)

Penelope L. Johnson

Name / Title (Print)

9/09/2005

Date

312-226-7718

Phone

09/13/2005 13:23

7733704700

CITY OF CHICAGO PROCUREMENT

+1 312 7440826

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City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Mary A. Dempsey
Interim Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>



City of Chicago
Richard M.

Deputy
Procurement Officer



City of Chicago
Richard M.

Deputy



June 30, 2005

Patricia Gallagher, President
Evergreen Supply Company
9901 South Torrence Avenue
Chicago, Illinois 60617

Dear Ms. Gallagher:

The City of Chicago Department of Procurement Services ("Department") has undertaken an evaluation of procurement policies and procedures including those utilized within the M/WBE and DBE certification unit. In light of this evaluation and in anticipation of streamlining our procedures, the Department extends your WBE certification until **December 1, 2005.**

The Department may request additional information from you prior to the expiration of the courtesy period. This information will assist us in making a determination on the recertification of your company. You will receive additional information from the Department in the coming days.

As you know, your firm's participation on contracts will be credited only toward WBE in the following specialty area(s):

Distributor of Electrical Supplies

If you have any questions, please contact our office at 312-742-0766.

Sincerely,

Lori Ann Wypson
Deputy Procurement Officer

mck



SCHEDULE C-1**Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant**Name of Project/Contract: **DARLEP**Specification Number: **2281**From: Evergreen Supply Co.MBE: Yes ☐ No ☒

(Name of MBE/WBE Firm)

WBE: Yes ☒ No ☐To: Redflex Traffic Systems

the City of Chicago:

(Name of Prime Contractor - Bidder/Proposer)

and

The undersigned intends to perform work in connection with the above projects as a:

☐ Sole Proprietor☐ Partnership☐ Corporation☐ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

The above described performance is offered for the following price and described terms of payment:

APPROX \$20,000

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)

Colleen Krumer Vice President

Name/Title (Print)

9.14.05

Date

09/14/2005 09:09

7733754750

EVERGREEN SUPPLY CO

17000 02102

773-375-4750

Phone

Rev. 9/03